GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 021] CHANDIGARH, THURSDAY, FEBRUARY 06, 2025 (MAGHA 17, 1946 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th January, 2025

No. 487509-HII(2)-2024/1501.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **45/2017** dated **26.11.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

SONU VERMA S/O LATE SH. BRIJ LAL, HOUSE NO.57, BLOCK 'L', COLONY NO. 4, INDUSTRIAL AREA, PHASE – 1, CHANDIGARH. (Workman)

AND

THE MANAGING DIRECTOR/REGIONAL HEAD, TECH MAHINDRA LIMITED, IT COMPANY, PLOT NO. 23, IT PARK, CHANDIGARH. (Management)

AWARD

1. Sonu Verma, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated the averments of claim statement are that the workman was appointed as Associate by the management on 28.09.2015. Workman was allotted Sr. No.2014 & I. D. No.438061. The workman was performing his duty sincerely and honestly. The workman was given three appreciation certificates. The workman was suffering from fever and body pain, thus he could not present himself on duty from 21.01.2017 to 29.01.2017. Workman telephonically informed about his illness to Mr. Lalit, Team Leader (TL) and Ms. Pooja, Human Resource (H.R). After recovering from illness, workman telephonically informed above said Team Leader to join the office, who told him to meet H. R. Madam, then join office and to come to office on 30.01.2017 with medical leave. On 30.01.2017, workman reached office with medical. They informed him that medical was not accepted and asked him to wait. The workman waited in the office of the management for the whole day, in the evening at about 07:00 p.m. he was asked to go home and they will tell him tomorrow. They called him on phone and asked the workman that medical needs to be on letter head of MBBS doctor and also bring fitness certificate. On 31.01.2017, workman reached the office with medical and fitness certificate. They received the document and asked him to wait. In the evening about 06:30 p.m., they replied the workman that

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his verification is not complete and bring some other phone number of his doctor. On 01.02.2017, when workman approached the management, they told that his joining is not possible and his job has gone. On 31.01.2017 was last date of his rejoining. Service of the workman were illegally terminated on 31.01.2017. At the time of termination, he was drawing monthly wages of ₹10,316/-. The workman received termination letter on 03.02.2017, wherein the proper reason for termination was not shown and it was written that he failed to report on duty as called upon by them vide letter I & II. Both these letters were booked by speed post on dated 30.01.2017 and he received the same on 01.02.2017. In these letters, the last date to report was before 31.01.2017. The management kept the salary of the workman of that month on hold. Workman has been mentally harassed and Team Leader used abusive language. The workman verbally complained to the Manager – Mr. Rupesh Mehta and Asgar Ali – Asstt. Manager but no action was taken by the Manager and Asstt. Manager against the Team Leader. The management had been taking extra work of 4 hours from him in April and May, 2016 without payment of over-time wages. Workman has been victimized for demanding his legal rights. The management has violated Section 25F, 25G and Section 25H of the ID Act and indulged in unfair labour practice. The services of the workman are terminated without any show-cause notice, inquiry or payment of any compensation and in violation of the principles of natural justice. The workman has remained unemployed from the date of termination of his services. Prayer is made that workman may be reinstated with continuity of service along with full back wages and consequential benefits.

3. On notice, management contested the statement of clam by filing written statement wherein preliminary submissions are made to the effect that workman has misstated the facts to mislead the Court on the basis of false documents regarding his alleged illness. Workman cannot be treated as 'workman' as the management company's governed under the STPI and ITES regulations.

4. Further on merits, it is stated that the workman was appointed on 28.09.2015 as an Associate and was issued identity card for entering the premises of the management-company. I.D. Card is still in possession of the workman despite that he has abandoned the services. The workman is required to return the same being property of company. Workman was drawing ₹ 8,765/- P.M. only and fixed gross salary p.m. was ₹ 10,317/- (₹ 1,23,805/- P.A.) as per the appointment letter dated 08.10.2015 up to his last working day. The gross salary includes various pre-requisites as was mentioned in the Schedule-A of the appointment letter, workman did not apply for medical leave on 20.01.2017. In fact, workman did not come for duty w.e.f. 21.01.2017 and remained absent without leave. The workman was always communicated that in case he wants leave of any kind, then he should inform his supervisor by applying for leave in writing, giving reasons for leave. The workman could submit leave application in writing through letter physically, e-mail as well as electronically on company's website portal through internet. Workman did not submit any application in any manner on any of the following days w.e.f. 21.01.2017. After waiting of about 5 days the H. R. Executive called the workman on 26.01.2017 to confirm if he was interested to join duty and that he should submit leave application by giving reason for the same, otherwise he would be considered having abandoned his job, but again workman failed to submit any leave application. In view of more than 7 days continuous absence without leave or intimation, the management vide its letter dated 28.01.2017 asked the workman to report to his H. R. Executive and give reason for his absence for the entire duration and further asked for what duration he would not be able to come to work as his absence was affecting functioning of the company's business. The workman was issued another 2 letters dated 30.01.2017 and 01.02.2017 giving him further opportunity to do the needful but he did not abide to the condition mentioned in any of the said letter. The workman come to the office on 30.01.2017 claiming that he was unwell between 21.01.2017 to 29.01.2017. However, he did not bring any documentary evidence in support of his claim of having suffered from illness. The workman was again advised to submit necessary application along with medical certificate and produce the fitness certificate to join his duty, both from MBBS Doctor. Since the workman has applied for medical leave, his absence from duty for more than 7 days continuously has to be considered as abandonment of services, as per the company Rules. Workman did not apply any medical leave application and did not produce authentic medical certificate and medical fitness certificate from MBBS Doctor. Accordingly, in the absence of same the workman was not allowed to join duty in view i.e. the dereliction of duty and deliberately absence from duty without any cogent reason. Though the workman was

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issued appreciation letter on few occasions for his work but the said certificate do not depict that workman was always working above average efficiency parameter. The said certificates are issued to the employees from time to time, to encourage them to improve their performance. The workman was duly informed regarding his performance which was below the threshold and the workman vide his email dated 16.01.2017 acknowledge the same. Workman brought certificate issued by alleged Pvt. BAMS Doctor which could not be considered authentic for medical leave, as per company's practice. Even the said fitness certificate and medical test certificate dated 30.01.2017 and 31.01.2017 were cryptic contradictory, apparently bogus and highly doubtful on the face of it and did not support his alleged reason for sickness i.e. backpain etc. requiring bed rest for 10 days. The document produced by the workman is dated 31.01.2017 titled as Test Medical Certificate, which is doubtful on the face of it, as it has issued by PHD doctor not MBBS doctor. It nowhere written that workman is fit to join duty after having suffered from illness. The document did not say that workman was examined and only give findings regarding blood sugar, hence unrelated to his claimed illness of back pain etc. The alleged medical certificate also did not contain any parameter of any bio-chemistry blood test report to show that he had any infection etc. earlier during 21.01.2017 to 29.01.2017. The other two certificates dated 30.01.2017 are contradictory regarding alleged dates and stated none of some unknown disease i.e. POO is one hand PUU in other and not what workman claimed. An enquiry was held in the office on 30/31.01.2017 giving opportunity to the workman to show cause why he should not be considered absconding and to give clarification and documents in support of his alleged claim of sickness, but workman failed to give any authentic documentary evidence, rather submitted false and procured documents. Hence, he was liable for the disciplinary action and not eligible to rejoin duty on 01.02.2017. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement may be rejected.

5. Workman filed rejoinder on dated 09.02.2010 wherein the contents of the written statement are denied as wrong and averments of claim statement are reiterated.

6. From the pleadings of parties following issues were framed vide order dated 09.02.2018.

1. Whether Shri Sonu Verma is not a 'workman' under the ID Act ? OPM
2. Whether the services of Shri Sonu Verma were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ?
3. Relief.

7. In evidence workman Sonu Verma examined himself as AW1 and tendered his affidavit vide Exhibit 'AW1/A' along with document Mark 'A' to Mark 'F'.

Mark 'A' is copy of medical certificate dated 30.01.2017 issued by Dr. A. K. Chopra, B.A. M.S., PB. M.NIMA, Ram Darbar, Phase-II, Chandigarh.

Mark 'B' is copy of medical fitness certificate dated 31.01.2017.

Mark 'C' is copy of whatsapp chat.

Mark 'D' is copy of letter – I dated 28.01.2017 issued by Harpreet Kaur, Manager Human Resource to Sonu.

Mark 'E' is copy of letter – II dated 30.01.2017 (in reference to 1st letter dated 28.01.2017) issued from Harpreet Kaur, Manager H. R. to Sonu,

Mark 'F' is copy of letter – III dated 01.02.2017 (in reference to letter – I dated 28.01.2017 and letter – II dated 30.01.2017).

8. Workman examined AW2 Dr. A. K. Chopra, who deposed that he treated Sonu Verma, who brought into evidence fitness certificate Exhibit 'MX2'.

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9. The workman's application seeking permission to lead additional evidence by withdrawing the application dated 15.10.2019, was allowed vide order dated 29.11.2021. In additional evidence workman examined himself as AW1/2 and tendered his affidavit Exhibit 'AW1/2A' along with documents Exhibit 'MW-A/1' to Exhibit MW-A/9' (original of Exhibit 'MW-A/7' to Exhibit 'MW-A/9' were seen and returned).

Exhibit 'MW-A/1' is the chat on whatsapp of dated 21.01.2017 and 27.01.2017 between the workman and Manager Lalit along with certificate of workman under Section 65-B of the Indian Evidence Act.

Exhibit 'MW-A/2' is the e-mail dated 03.02.2017 at 09:19 P.M. regarding complaint about mental harassment and termination of job, from workman to Tejvinder Sharma of Tech Mahindra along with certificate under Section 65-B of the Indian Evidence Act.

Exhibit 'MW-A/3' is the e-mail dated 06.02.2017 from workman to the Manager and copy to Tejvinder Sharma along with certificate under Section 65 of Indian Evidence Act.

Exhibit 'MW-A/4' is the letter No.I dated 28.01.2017 (Mark-D).

Exhibit 'MW-A/5' is the letter No.II dated 30.01.2017 (Mark-E)

Exhibit 'MW-A/6' is the letter No.III dated 01.02.2017 (Mark-F)

Exhibit 'MW-A/7' is the appreciation certificate dated 02.12.2016 issued by the management to the workman.

Exhibit 'MW-A/8' and Exhibit 'MW-A/9' are the remarks given by management to workman for commendable job.

10. On 06.03.2023, Learned Representative for the workman closed evidence in affirmative.

11. On the other hand, management examined MW1 Manish Makan who tendered his affidavit Exhibit 'MW1/A' along with hardcopy of e-mail dated 16.01.2017 vide **Exhibit 'M1'** along with certificate under Section 63 of B.S.A. vide **Exhibit 'M2'.**

12. On 07.10.2024, Learned Representative for the management closed oral evidence and on 26.11.2024 closed documentary evidence.

13. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

14. Onus to prove this issue is on the management.

15. Under this issue Learned Representative for the workman argued that workman was employed as Associate. There is no evidence of the management, that workman was discharging any managerial, supervisory or administrative powers. To support his arguments Learned Representative for the workman referred case law reported in ***2006(4) SCT 1*** titled as ***Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah*** in para 11 to 13 held as below :-

> "*11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.*
>
> *12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he*

belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.

13. The precise question came up for consideration in ***Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248]*** *wherein it was held :*

"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity……

A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.

Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."

In view of the judgment referred (supra), the workman is a 'workman' as defined under Section 2(s) of the ID Act.

16. Accordingly, this issue is decided against the management and in favour of workman.

Issue No. 2 :

17. Onus to prove this issue is on the workman.

18. Under this issue workman examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. In his additional evidence (recorded on dated 09.02.2022) workman tendered his affidavit Exhibit 'AW1/2A' and produced documents Exhibit 'MW-A/1' to Exhibit 'MW-A/9' supported with certificate under Section 65 of the Indian Evidence Act.

19. In order to prove the medical certificate and medical fitness certificate, Learned Representative for the workman referred testimony of AW2 Dr. A. K. Chopra who deposed that he has treated Sonu Verma patient of PUO (Pyrexine of Unknown Origin) fever with seasonal change. He has been treating him from 21.01.2017 to 28.01.2017 and medical fitness certificate Exhibit 'MX-2'.

20. On the other hand, in order to controvert the claim of workman, management examined MW1 Manish Makan, Manager Tech Mahindra who vide his affidavit Exhibit MW-1/A deposed the entire contents of written statement which are not reproduced here in order to avoid repetition. MW1 supported his oral version with e-mail Exhibit M-1 supported with certificate under Section 63 of BSA vide Exhibit 'M2'.

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21. It is argued by Learned Representative for the workman that workman was in employment of management w.e.f. 28.09.2015 and his work and conduct was appreciated by the management as proved from document Exhibit 'MW-A/7' to Exhibit 'MW-A/9'. On dated 21.01.2017 workman fell ill and an advised bed rest for 10 days. He informed the same to Mr. Lalit, Team Leader of the management company. When workman went to join duty on 30.01.2017 he was not allowed to join the duty and was asked to bring medical certificate and medical fitness certificate. Workman provided the medical certificate dated 30.01.2017 / Exhibit 'MX-2' and medical fitness certificate dated 31.01.2017 / Exhibit 'MX-3' but even the workman was not allowed to join they duty on the ground that medical certificate and medical fitness certificate is not genuine and ultimately on the basis of fitness dated 28.01.2017 (Exhibit 'MW-A/4') and fitness certificate dated 30.01.2017 (Exhibit 'MX-A/5'), the services of the workman were illegally terminated vide letter dated 01.02.2017 (Exhibit 'MW-A/6').

22. On the other hand, Learned Representative for the management argued that workman did not apply for medical leave supported with medical certificate. Medical certificate / Exhibit 'MX-2' and medical fitness certificate Exhibit 'MX-3' are not genuine, as there is no evidence that workman ever visited the clinic of doctor (AW2) or that workman ever purchased any medicine. Even the doctor AW2 is not a qualified doctor. To support his arguments Learned Representative for the workman referred cross-examination of AW1 wherein he stated that it is correct that he has not produced any document such as leave application, applied for medical leave between 21.01.2017 to 31.01.2017. AW1 admitted as correct that even after 31.01.2017, he has not submitted any medical leave application to the management. AW1 admitted as correct that he has only one document with him towards his illness which is of dated 30.01.2017 and same is Exhibit 'MX-2'. He does not have any other document other than Exhibit 'MX-2' to show his illness. Learned Representative for the management referred cross-examination of AW2 wherein the stated that he has no medical material to show that term PUO exist in any medical books. AW2 admitted as correct that he is saying off the record that he had advised the workman for 7 days bed rest. He does not have any temperature record of workman on the basis of which he advised the workman for 7 days rest. He is not having any record on the basis of which he has issued medical certificate. Volunteered he has given medical fitness certificate after clinical check-up. He has no record if the patient come to show his illness.

23. To my opinion, as far as qualification of Dr. A. K. Chopra who examined the patient-workman is concerned, The Indian Medical Central Council Act, 1970 allows a BAMS doctor to issue medical certificate and recognize it as any other medical certificate because such BAMS is an authorize medical degree in India and person graduating with this degree is treated like any other doctor practicing medicine, National Commission of Indian System of Medicine (NCISM) referred an order that Ayurveda, Siddha, Unani and Sowa- Rigpa are not authorised to issue medical fitness certificate. The NCISM is a complete code in itself that is valid across the country and one who deals with regulations of its practitioners, including their rights. There is no reason to doubt that the genuineness of medical certicate Exhibit 'MX2' and medical fitness certificate Exhibit 'MX3' just on the ground that it is issued by BAMS qualified doctor and not by MBBS doctor. Thus, rejection of medical leave on the ground that medical certificate and medical fitness certificate was issued by BAMS doctor will not be entertained, is totally unjust.

24. Learned Representative for the management argued that services of the workman are terminated vide letter dated 12.02.2017 / Exhibit 'MW-A/6' after providing ample opportunities to the workman to rejoin duty by issuing him letter dated 28.01.2017 / Exhibit 'MW-A/4' and letter II dated 30.01.2017 / Exhibit 'MW-A/5'.

25. On the other hand, Learned Representative for the workman argued that services of the workman are terminated on the basis of letters Exhibit 'MW-A/4' and Exhibit 'MW-A/5', which were issued as a formality, to pass an order of termination dated 01.02.2017 vide letter Exhibit 'MW-A/6'. Both letters

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Exhibit 'MW-A/4' and Exhibit 'MW-A/5' were delivered to the workman after the given date for joining. The contents of the letters Exhibit 'MW-A/4' to Exhibit 'MW-A/6' are reproduced here:-

Exhibit 'MW-A/4'

"Letter I

Date: 28-Jan-2017

To,
Sonu (438061),
Address: #57, Block I, Colony no.4,
Industrial Area Phase 1,
Chandigarh, 160002

Dear Sonu,

As per the Company records, you have not reported to duty since 20-Jan-17.

We have been trying to contact you over phone & emails, but couldn't reach you by any means.

We request you to duly inform us the reasons for your absence and the duration for which you may be unable to come to work. We may also bring to your notice that your absence is affecting the smooth functioning of the business.

You are hereby advised to report to your Unit BHR Pooja Verma at Tech Mahindra Office in Plot No.23, Phase II, RGCTP, Kishangarh, and Chandigarh within 5 days, on (or) before 29-Jan-2017 during office hours.

For Tech Mahindra Ltd.

Sd/-

Harpreet Kaur
Manager-Human Resources"

Exhibit 'MW-A/5'

"Letter II

Date: 30-Jan-2017

To,

Sonu (438061),
Address: #57, Block I, Colony no.4,
Industrial Area Phase 1,
Chandigarh, 160002

Ref: Our letter No. 1 Date: 28-Jan-17

Dear Sonu,

Further to our communication dated 28-Jan-2017, we regret to note that you have neither reported to work nor informed about your situation to the HR concerned within the timeliness given earlier. This sudden and unauthorized absence of yours is adversely affecting work and causing considerable hindrance to the normal functioning of the business.

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You are therefore directed to resume your work within 7 days, on (or) before 31-Jan-2017 or else it shall be presumed that you do not have interest in the assignment & have voluntarily abandoned your work since 20-Jan-2017 and on your own accord.

If you fail to resume work as advised above, it will be deemed that you are no longer interested in continuing your services with Tech Mahindra and the Company shall, without prejudice to all the rights and remedies available to it, be constrained to strike off your name from its rolls and treat your case as an unclear exit.

For Tech Mahindra Ltd.

Sd/-

Harpreet Kaur
Manager-Human Resources"

Exhibit 'MW-A/6'

"Letter III

Date: 1-Feb-2017

To,

Sonu (438061),
Address: #57, Block I, Colony no.4,
Industrial Area Phase 1,
Chandigarh, 160002

Ref: Our letter No. 1 Date: 28-Jan-17
Our letter No. 2 Date: 30-Jan-17

Subject: Termination of Services

Dear Sonu,

With reference to aforesaid earlier communications, we regret to note that you have failed to report duty as called upon by us vide our above referred letters.

This constitutes that you do not have interest in the assignment & have voluntarily abandoned your work since 20-Jan-2017 and on your own accord. Hence we are striking off your name from the rolls of this Company with effect from 2-Feb-2017. We hereby call upon you to handover to the undersigned all properties/assets of the Company/its Customers including but not limited to ID card which are in your possession within two days of receipt of this letter, failing which appropriate legal action shall be initiated against you without any further reference or notice.

For Tech Mahindra Ltd.

Sd/-

Harpreet Kaur
Manager-Human Resources"

26. MW1 when put to cross-examination admitted as correct that services of the workman were terminated vide letter dated 01.02.2017 / Exhibit 'MW-A/6'. He has seen documents i.e. letter dated 28.01.2017 / Exhibit 'MW-A/4' and letter dated 30.01.2017 / Exhibit 'MW-A/5' on judicial file. MW1 admitted as correct that letter Exhibit 'MW-A/4' and Exhibit 'MW-A/5' are the basis of letter of termination dated 01.02.2017 / Exhibit 'MW-A/6'. The perusal of Exhibit 'MW-A/4' would reveal that workman was asked to join duty on or

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before 28.01.2017. MW1 admitted as correct that letter was dispatched through post on 30.01.2017. MW1 admitted as correct that as per original receipt letter dated 28.01.2017 was delivered to the workman on 01.02.2017. The perusal of Exhibit 'MW-A/5' would reveal that workman was asked to join duty on or before 31.01.2017. MW1 in his cross-examination admitted as correct that it is correct that letter dated 31.01.2017 / Exhibit 'MW-A/5' was posted on 30.01.2017 and delivered to the workman on 01.02.2017. MW1 admitted as correct that letter Exhibit 'MW-A/4' and Exhibit 'MW-A/5' are delivered to the workman after the given date of joining duty and except letter dated Exhibit 'MW-A/4' to Exhibit 'MW-A/6', no other letter was issued to the workman and workman was not issued any separate show cause notice. In view of the above referred version of MW1, it is made out that letter dated 28.01.2017 / Exhibit 'MW-A/4' and letter dated 30.01.2017 / Exhibit 'MW-A/5' are issued as a hollow formality as an unsuccessful attempt to show that services of the workman are terminated after providing an opportunity to join, in fact no such opportunity was given.

27. The management did not dispute the date of joining, order of termination of services. Thus, it established that the workman remained in employment of the management w.e.f. 28.09.2015 up to 01.02.2017. Appointment letter dated 08.10.2015 / Exhibit 'MX1' required the workman to join on 28.09.2015. In view of the abovesaid service period of the workman, it is proved that the workman has completed continuous service of 240 days in 12 calendar months preceding his termination w.e.f. 02.02.2017. Thus, the workman falls within the definition of 'continuous service' as defined under Section 25B of the ID Act.

28. As per appointment Exhibit 'MX-1' Annual CTC of workman was ₹1,23,805/- i.e. ₹ 10,317/- per month, which proves that at the time of termination the workman was drawing monthly salary of ₹ 10,317/-. MW1 in his cross-examination admitted as correct that neither charge-sheet was issued to the workman nor any domestic inquiry was conducted against the workman for not joining duty. It is correct that no retrenchment compensation was paid to the workman. The above referred version of MW1 would prove that management while terminating the services of the workman vide letter dated 01.02.2017 / Exhibit 'MW-A/6' did not follow the mandate of Section 25-F of the ID Act, therefore the termination of the services of the workman w.e.f. 02.02.2017 vide letter dated 01.02.2017 / Exhibit 'MW-A/6' is illegal by violating the Section 25F of the ID Act.

29. Keeping in view length of service i.e. about 1 years & 4 months, and last drawn wages of the workman, it would be appropriate if the workman is awarded lump sum compensation. Consequently, the workman is held entitled to lump sum compensation of ₹15,000/-.

30. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

31. In the view of foregoing finding on the issues above, the present industrial dispute is allowed to the effect that the workman is held entitled to lump sum compensation of ₹ 15,000/-. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till it's actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,
(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No. PB0152

Dated : 26.11.2024.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th January, 2025

No. 490561-HII(2)-2024/1503.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **14/2023** dated **29.11.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JAGTAR SINGH S/O SH. BALAK SINGH, H.NO. 1401, DASMESH NAGAR, KARORAN, DISTRICT MOHALI. (Workman)

AND

CHANDIGARH CLUB LIMITED, SECTOR 1, CHANDIGARH THROUGH ITS PRESEDENT. (Management)

AWARD

1. Jagtar Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*.

2. Briefly stated the averments of claim statement are that the claimant-workman *(here-in-after 'workman')* was appointed on 20.05.1994 as Carpenter in the maintenance department of management. In the year 2000, the workman was promoted as Foreman in the same department. In the year 2011, workman was again promoted on the post of Assistant Supervisor in the same department. Lastly the workman was transferred to House-Keeping department and after about 2-3 months, the services of the workman were terminated on 31.07.2022 vide letter No.CCL/1622 dated 10.07.2022 on the ground of abolition of post and consequential retrenchment thereof. The workman was drawing ₹ 17,000/- per month as wages at the time of termination. On 31.07.2022, at the close of duty of the workman, the management issued him a letter on the subject abolition of post and consequential retrenchment thereof. In the letter vide which the workman was retrenched, it was alleged that *"in pursuant to the decision taken by the executive committee, the post of Assistant House-Keeping stand abolished w.e.f. 10.07.2022. Your (Jagtar Singh) services are no more required. You will be paid retrenchment compensation and one month's wages in lieu of one month's notice period"*. It is further averred in the claim statement that the post of Assistant Supervisor still exists in the House-Keeping department. No reason was given as to why the post of Assistant House-Keeping is abolished. The workman was not paid retrenchment compensation and other legal benefits at the time of retrenchment. Just to terminate the services of the workman with malafide intention, he was transferred to House-Keeping department. The retrenchment which amounts to termination under Section 2(oo) of the ID Act is illegal, wrong, motivated against the principles of natural justice as the post of Assistant Supervisor is still in existence. The management has also violated Section 25F of the ID Act. The claimant was not paid compensation at the time of termination and violation of the same makes the termination void. The services of the workman were terminated by the Secretary of the Club, who is not competent to terminate the services of the workman. In the case of workman, the competent authority is President of the management. The services of the workman cannot be terminated with retrospective date. For his reinstatement, workman served upon the management a demand notice dated 02.08.2022. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U. T. Chandigarh was requested for his intervention. The dispute could not be settled within the stipulated period. The termination is illegal, wrong, motivated, against the principles of natural justice and unfair

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labour practice. The workman remained unemployed during the period i.e. from the date of his termination to till date. Prayer is made that the workman may be reinstated with continuity of service along with full back wages with all attendant benefits and without any change in the service condition.

3. On notice, management contested the claim statement by filing written statement on 09.04.2024 wherein preliminary objections are raised on the ground that claim statement is not maintainable, same is false, frivolous and vexatious. The workman has not approached this Court with clean hands and concealed the material facts. The claim statement is without any cause of action. No legal right of the workman has been infringed so as to file the present claim statement / raise Industrial Dispute. Creation and abolition of posts are purely executive functions. The workman is estopped from filing the present claim statement / raising dispute due to his own act and conduct.

4. Further preliminary submissions are made to the effect that initially the workman was appointed as Carpenter on 30.05.1994 and was promoted from time to time. Lastly, workman was holding the post of Assistant Housekeeping. However, the said post of Assistant Housekeeping was abolished and consequently, letter dated 10.07.2022 was issued vide which the workman was advised to contact the Accounts Department of the Club for finalization of his account and payment of dues as applicable. It was clearly mentioned in the letter that workman will be paid retrenchment compensation and one month's wages in lieu of notice period of one month. When the workman refused to receive the letter, the same was sent by registered post on 16.07.2022. On his request the workman was allowed to continue till 31.07.2022 resulting in issuance of letter dated 31.07.2022. The workman instead of approaching the accounts department, served a demand notice dated 02.08.2022 under Section 2A of the ID Act to raise the Industrial Dispute. The entire dues amounting to ₹ 2,66,777/- with one month's wages in lieu of notice period and retrenchment compensation amounting to ₹ 1,82,658/- was ready for payment vide cheque No.051048, 051049 & 051050. The workman deliberately avoided to collect the same from the accounts branch and rather preferred to raise the present Industrial Dispute. Copy of full and final statement retrenchment compensation calculated and cheques are enclosed with the written statement.

5. Further on merits, similar stand is taken as taken in the preliminary submissions. Rest of the averments of claim statement are denied as wrong and prayer is made that the claim statement / reference may be dismissed / declined with costs.

6. Workman filed rejoinder wherein the contents of the written statement except admitted facts are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of parties, following issues were framed vide order dated 03.05.2024:-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW

2. Whether the claimant-workman has no cause of action ? OPM

3. Whether the claimant-workman is estopped from filing the present claim statement by his own act and conduct ? OPM

4. Whether the claim statement is not maintainable ? OPM

5. Relief.

8. In evidence, workman Jagtar Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of letter dated 10.07.2022 regarding abolition of post and consequential retrenchment thereof vide **Exhibit 'W1'.** On 02.08.2024, Learned Representative for the workman closed evidence in affirmative.

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9. On the other hand, management examined MW1 Major Singh - Additional Secretary, Chandigarh Club who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1', Exhibit 'M1/1', Exhibit 'M2' to Exhibit 'M7'.

Exhibit 'M1' is copy of letter dated 10.07.2022 sent to the workman through registered post vide postal receipt dated 16.07.2022.

Exhibit 'M1/1' is original postal receipt.

Exhibit 'M2' is copy of letter dated 31.07.2022.

Exhibit 'M3' is copy of full and final account statement of workman.

Exhibit 'M4' is copy of retrenchment compensation benefit detail of workman.

Exhibit 'M5' to Exhibit 'M7' are account payee cheques bearing No.051048 dated 31.07.2022, 051049 dated 31.07.2022 and 051050 dated 31.07.2022 to the workman.

10. On 11.11.2024, Learned Representative for management closed evidence.

11. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

12. Onus to prove this issue is on the workman.

13. Under this issue, workman stepped into witness box as his own witness and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with document Exhibit 'W1'.

14. In order to controvert the claim of the workman, Learned Representative for the management referred the testimony of MW1 Major Singh who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of the written statement including preliminary objections which are not reproduced here in order to avoid repetition. To support the oral version of MW1, Learned Representative for the management referred documents Exhibit 'M1', Exhibit 'M1/1', Exhibit 'M2' to Exhibit 'M7'.

15. It is argued by Learned Representative for the workman that workman was appointed on 20.05.1994 as Carpenter in the Maintenance Department. On the other hand, Learned Representative for the management argued that the workman was appointed as Carpenter on 30.05.1994. To my opinion, in the absence of appointment letter and service record which is supposed to be in possession of the management, there is no reason to disbelieve the workman's plea that he was appointed on 20.05.1994. It is admitted facts of the parties that the workman was appointed as Carpenter, then promoted from time to time. It is own plea of the management that lastly the workman was holding the post of Assistant Housekeeping.

16. It is argued by Learned Representative for the workman that the workman was drawing ₹17,000/- per month as wages at the time of termination. As per the calculation of amount brought into evidence by the management vide Exhibit 'M4', it is mentioned that basic pay is ₹13,047/- and per day salary is ₹ 435/-. There is no document of the management to prove on record whether the salary paid to the workman is bifurcated into basic pay and other allowances. MW1 when put to cross-examination stated that he does not remember if the last paid monthly wages of the workman were ₹17,000/-. The fact that last wages of the workman as ₹17,000/- per month is not denied by MW1. Under the law, the fact which is not specifically denied is deemed to be admitted. Consequently, the inference is that the last drawn monthly wages of the workman were ₹17,000/-which does not include any kind of allowance.

17. Undisputedly, the services of the workman were retrenched by the management w.e.f. 31.07.2022 on the ground of abolition of post. MW1 in his examination-in-chief / affidavit Exhibit 'MW1/A' deposed that

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lastly the workman was holding the post of Assistant House-Keeping. However, the said post of Assistant House-Keeping was abolished and consequently, letter dated 10.07.2022 / Exhibit 'M1' was issued.

18. For better appreciation, contents of Exhibit 'M1' are reproduced as below:-

> *"Pursuant to the decision taken by the Executive Committee the post of Assistant Housekeeping stands abolished w.e.f. 10th July, 2022.*
>
> *Your services are thus no longer required. You will be paid Retrenchment Compensation and one month wages in lieu of one month's notice period. You may contact the Accounts Section of the Club for finalisation of your account and payment of dues as applicable.*
>
> *We appreciate your services rendered to the Club and wish you every success in your life and career advancement".*

19. MW1 when put to cross-examination stated that in the written statement and his affidavit / Exhibit 'MW1/A', he did not mention the reason for abolishing the post of Assistant House Keeping. It is undeniable fact that management did not issue one month's prior notice before retrenchment of services of the workman vide letter dated 10.07.2022 / Exhibit 'M1' and further letter dated 31.07.2022 / Exhibit 'M2'. As per contents of Exhibit 'M1', the management has offered to pay notice pay and retrenchment compensation which would lead to the inference that no prior notice was given to the workman before retrenchment of his services. The notice pay in lieu of notice period and retrenchment compensation offered to be paid in letter Exhibit 'M1' is vague as no specific amount offered to be paid is mentioned therein. It was also not mentioned as to when and how much amount is to be paid to the workman towards retrenchment compensation. In this regard, MW1 in his cross-examination stated that it was written in the letter dated 10.7.2022 / Exhibit 'W1' as to when and how much amount is to paid to the workman towards retrenchment compensation. The aforesaid version of MW1 is not acceptable as the contents of Exhibit 'W1' / Exhibit 'M1' are silent about the date when the payment is to be made and the amount which is offered to be paid. MW1 further stated that in Exhibit 'W1', it was mentioned that workman may contact the Accounts Section of the Club for finalization of his account and payment of dues as applicable. MW1 further stated that the due amount as calculated by the management was not offered to be paid to the workman by way of cheque either in the proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh or in the proceedings before this Court. From the aforesaid version of MW1 it is made out that from the date of retrenchment of services of the workman w.e.f. 31.07.2022 till date the management never made any attempt to pay retrenchment compensation to the workman. The discussion made above would prove that order of retrenchment of the services of the workman vide letter dated 10.07.2022 / Exhibit 'W1' / Exhibit 'M1' and subsequent letter dated 31.07.2022 / Exhibit 'M2' whereby the services of the workman were allowed to be continued till 31.07.2022 and retrenched on account of abolition of post w.e.f 01.08.2022 is illegal being issued without compliance of the mandatory conditions as laid down under Section 25F of the ID Act.

20. MW1 in his cross-examination recorded on dated 05.09.2024 stated that today the management is ready to pay the payment to the workman towards notice pay, retrenchment compensation, gratuity, bonus, leave encashment and wages of the intervening period. The management has offered to pay the said amount as calculated in Exhibit 'M3'. To my opinion, the calculation of the benefits calculated in Exhibit 'M3' is incorrect as the same is assessed on basic pay of ₹13,047/-. As discussed above, there is no document on record showing bifurcation of pay / salary. On the other hand, the last drawn monthly wages of the workman are proved as ₹ 17,000/-. Thus, the amount of notice pay and retrenchment compensation is required to be assessed on the basis of monthly salary of ₹ 17,000/-. Accordingly, the workman is entitled to recover ₹ 17,000/- towards notice pay in lieu of notice period and ₹ 2,38,000/- towards retrenchment compensation of the period from 30.05.1994 to 31.07.2022 (28 years) and ₹ 30,618/- towards leave encashment of 54 days @ ₹ 17,000/-per month.

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21. As far as bonus and gratuity is concerned, the workman may seek the same from the competent authorities under the Payment of Bonus Act and the Payment of Gratuity Act respectively.

22. Accordingly, this issue is decided in faovur of the workman and against the management.

Issues No. 2 to 4 :

23. All these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

24. Onus to prove all these issues is on the management.

25. The workman on retrenchment of his services without any prior notice and without payment of notice pay in lieu of notice period and retrenchment compensation at the time of retrenchment of his services was left with no other option than to raise Industrial Dispute by issuing demand notice. On failure of the conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, vide failure report bearing Memo No.211 dated 19.01.2023, the workman has presented the Industrial Dispute Reference before this Court with a valid cause of action and locus-standi. No material fact is proved to have been concealed by the workman, therefore, the principle of estopple is not attracted against the workman. The present claim statement having been filed with a valid cause of action and locus-standi and well within the territorial jurisdiction of the present Court under the relevant provision of ID Act is duly maintainable. I do not find any defect so far maintainability of the present Industrial Dispute Reference / claim statement is concerned.

26. Accordingly, all these issues are decided against the management and in favour of the workman.

Relief :

27. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is held entitled to recover ₹17,000/- towards notice pay in lieu of notice period and ₹ 2,38,000/- towards retrenchment compensation of the period from 30.05.1994 to 31.07.2022 (28 years) and ₹ 30,618/- towards leave encashment of 54 days @ ₹ 17,000/- per month. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above said amount from the date of this Award till it's actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,
(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No. PB0152

Dated : 29.11.2024.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th January, 2025

No. 490522-HII(2)-2024/1489.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **13/2020** dated **17.12.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DINESH TIWARI, H.NO.465, VILLAGE KANSAL, DISTRICT MOHALI. (Workman)

AND

1. M/S ORION SECURITY SOLUTION PVT. LTD., 5-E, 1ST FLOOR, JUNGI HOUSE, STREET NO. 5, NEAR OBSESS POWER STATION, SHAHPUR JAT, NEW DELHI - 110049.
2. M/S ORION SECURITY SOLUTION PVT. LTD., SCO NO. 619, KESHO RAM COMPLEX, BURIAL, SECTOR 45, CHANDIGARH.
3. M/S SAMSUNG INDIA ELECTRICALS PVT. LTD, BLOCK NO. 502-503, OFFICE BLOCK ELANTE MALL, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH. (Management)

AWARD

1. Dinesh Tiwari, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*.

2. Briefly stated the averments of claim statement are that the claimant-workman *(here-in-after 'workman')* was appointed by management No.2 on 26.06.2018 and was deployed at the work place of management No.3. Management No.1 is the Head Office of the management No.2, who controls all the affairs of the company. The workman was drawing ₹ 10,000/- as wages per month. The workman remained in the uninterrupted employment up to 10.05.2019 when his services were illegally & wrongly terminated. On 11.05.2019 when the workman went to attend his normal duty, he was refused work by management No.3 on the advice of management No.2 without assigning any reason & notice. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Junior persons were retained in service when the services of the workman were terminated which is in violation of Section 25G of the ID Act. Violation of the same makes the termination void. On 20.05.2019 the workman lodged a complaint with the Labour Inspector, U.T. Chandigarh, for his termination. The management refused to take the workman back on duty before the Labour Inspector. The management only paid ten days earned wages before the Labour Inspector. Workman served upon the management a demand notice dated 16.08.2019. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be arrived within the stipulated period. The action of the management while terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages and all the benefits.

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3. On notice, Sh. Amit Kumar - Field Officer appeared on behalf of management No.1 & 2 on 04.03.2021 and Shri Devinder Kumar - Representative filed authority letter on behalf of the management No.3 on 14.01.2021. Thereafter, the case was adjourned from 04.03.2021 to 22.04.2021 and from 22.04.2021 to 20.05.2021 for filing the written statement. On 20.05.2021, there was no representation on behalf of management No.1 & 2 , thus fresh notice to management No.1 & 2 was ordered to be issued for 26.07.2021. Notice issued to management No.1 through registered post vide postal receipt dated 23.06.2021 was not received back undelivered and notice issued to management No.2 under registered cover vide postal receipt dated 23.06.2021 was received back undelivered with the postal endorsement "office shifted". After elapse of mandatory period of 30 days, assuming deemed service, management No.1 was proceeded against ex-parte vide order dated 06.09.2021 due to non-appearance. Despite availing repeated opportunities for filing correct address of management No.2 was not filed. On 02.07.2024 Learned Representative for the workman suffered that he does not claim any relief qua management No.2. In view of his statement, claim statement qua management No.2 was disposed off vide order dated 02.07.2024.

4. Management No.3 contested the claim statement by filing written statement on 26.07.2021, wherein preliminary objections are raised on the ground that the claim statement is not maintainable. The workman is guilty of *supspressiovari* and *suggestiofalsi* has concealed the material facts. Workman has no locus standi and cause of action. Workman is barred from claiming any relief against the management No.3 due to his own act & conduct. The statement of claim is an abuse of the process of law. Whole of the claim is ill-conceived, misconceived and untenable. The workman has filed the present claim with the ulterior motive to extract money from the management. Besides, there is no employee-employer relationship between the management No.3 and workman. The workman was never employed by the management No.3. The workman has claimed himself to be working with management No.1 & 2, thus no dispute between the workman and the answering management. The claim statement is false, frivolous, vexatious and ulterior motivated to the knowledge of the workman. The workman is not a 'workman' under Section 2(s) of the ID Act.

5. Further in para-wise reply, it is admitted that workman was appointed by management No.2. Actual facts are that there is no privity of contract between the answering management and the workman. It has been admitted in para 1 of the claim statement that workman was appointed by M/s Orion Security Solutions Private Limited. The workman was never employed by the answering management. There is contract / agreement executed between the management No.1 & 2 and management No.3 to avail the security services rendered by management No.1 & 2. Article 5.3 of the written agreement states *"The service provider will solely be responsible for providing the services and to arrange for personnel and resources necessary to provide the services in accordance with service levels to the company as detailed in annx 1 and shall directly be responsible for their control, supervision and performance level. For all purposes, the service provider will alone be responsible for it's personnel and there will be no liability of the company whatsoever."* The workman was not appointed by the management No.3, thus the question of termination by the management No.3 does not arise. The question of enquiry, compensation for retrenchment does not belong to the answering management and the same is to be replied by the management No.1 & 2, if any. The workman has concealed true & material facts and cooked false & fabricated story to cover up lapses on his part. No demand notice was served upon the answering management, thus, the question of reply to the demand notice does not arise. The workman has dragged the answering management into unwarranted litigation, thereby the reputation of the answering management amongst it's valued customer have been deteriorated for which the answering management reserves their right to file suit for damages against the workman in a competent Court of jurisdiction. When the workman was not employed by the management No.3, then there was no occasion for the management No.3 to terminate the services of the workman. Further

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similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement qua the answering management may be dismissed.

6. On 22.11.2021 workman filed rejoinder to written statement of management No.3 where the contents of written statement except admitted facts are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 02.07.2024:-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW

2. Whether there is no relationship of employer and employee between management No.3 and workman ? OPM (management No.3)

3. Whether the workman has no cause of action and locus standi ? OPM (management No.3)

4. Whether the claim statement is not maintainable ? OPM (management No.3)

5. Relief.

8. In evidence, workman Dinesh Tiwari examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. During cross-examination AW1 brought on record copy of his passbook of Syndicate Bank Account No.96502210027557 containing entries w.e.f. 05.01.2019 to 15.05.2019 vide **Exhibit 'W1'** and copy of his identity card issued by Orion Security Solutions Pvt. Ltd. vide **Exhibit 'W2'.** On 09.01.2024 Learned Representative for the workman closed evidence in affirmative.

9. On the other hand, the management No. 3 examined MW1 Kanwal Bhardwaj, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M6'.

Exhibit 'M1' is resolution dated 15.12.2022 passed in favour Mr. Sang Won Lee along with authority letter dated 28.10.2024 issued in favour of Kanwal Bhardwaj by Mr. Sang Won Lee, Whole-Time Director.

Exhibit 'M2' is photocopy of agreement dated 19.09.2013 between M/s Samsung India Electronics Pvt. Ltd. & M/s Orion Security Solutions Pvt. Ltd.

Exhibit 'M3' is photocopy of Addendum dated 16.05.2018 executed between M/s Samsung India Electronics Pvt. Ltd. & M/s Orion Security Solutions Pvt. Ltd.

Exhibit 'M4' is photocopy of Addendum dated 08.05.2019 executed between M/s Samsung India Electronics Pvt. Ltd. & M/s Orion Security Solutions Pvt. Ltd.

Exhibit 'M5' is photocopy of Addendum dated 17.07.2019 executed between M/s Samsung India Electronics Pvt. Ltd. & M/s Orion Security Solutions Pvt. Ltd.

Exhibit 'M6' is photocopy of settlement dated 23.07.2019 between the workman and the management No.1 & 2 (M/s Orion Security) before the Labour Inspector, Grade-I, Chandigarh.

10. On 21.11.2024 Learned Representative for management No.3 closed oral evidence and on 13.12.2024 closed documentary evidence.

11. I have heard the arguments of Learned Representative for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 & 2 :

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12. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

13. Onus to prove this issue No.1 is on the workman and onus to prove issue No.2 is on the management No.3.

14. In order to prove it's claim workman Dinesh Tiwari examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' and Exhibit 'W2'.

15. On the other hand, management No.3 examined MW1 Kanwal Bhardwaj, authorised person Samsung India Electronics Pvt. Ltd., who tendered his affidavit Exhibit 'MW1/A' wherein he deposed the entire material contents of the written statement including preliminary objections, which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M6'.

16. From the oral as well as documentary evidence led by the parties, it comes out that the workman was appointed on 26.06.2018 by the M/s Orion Security Solutions Pvt. Ltd., Chandigarh (management No.2). Management No.1 is the Head Office at New Delhi of management No.2. The workman remained in the continuous employment of managements No.1 & 2 up to 10.05.2019.

17. Learned Representative for management No.3 contended that there is no relationship of employer-employee between the management No.3 and workman. As far as the above contention raised by management No.3 is concerned, in the claim statement the workman has pleaded that he was appointed by management No.2 and deployed with management No.3. Workman was paid monthly wages by management No.2. The services of the workman were terminated by management No.2. Workman / AW1 when put to cross-examination stated that he was appointed by M/s Orion Solution Pvt. Ltd. - management No.2. AW1 stated that perhaps he was appointed in the year 2015 or 2016. He was appointed as Security Guard on monthly wages of ₹ 9,500/- or ₹ 10,000/-. AW1 brought into evidence (in cross-examination) his passbook of Syndicate Bank of Account No.96502210027557 containing entries w.e.f. 05.01.2019 to 15.05.2019 vide Exhibit 'W1'. AW1 in his cross-examination stated that as per the entries of passbook / Exhibit 'W1', he has received his monthly wages from Orion Security Solutions Pvt. Ltd. AW1 in his cross-examination also brought his identity card Exhibit 'W2' and deposed that copy of his identity card issued by Orion Security Solutions Pvt. Ltd. is Exhibit 'W2'. AW1 in his cross-examination further stated that his services were terminated in the year 2019. Sh. Anil Kumar, Supervisor of M/s Orion Security Solution Pvt. Ltd. terminated his services. Above all the management No.3 has proved into evidence the copy of settlement dated 23.07.2019 before the Labour Inspector, Grade - I, U.T. Chandigarh vide Exhibit 'M6'. For better appreciation contents of Exhibit 'M6' are reproduced as below :-

"23/7/19

Present

(1) Mr. Dinesh Tiwari

(2) Mr. Jasdeep Singh Team Leader (TL)

An amicable settlement have ben arrived at between both parties for Rs.4292/- . The said payment has been made vide cheque No.145247 dated 23/7/19. Hence, this complaint regarding payment of wages has been stood settled. Moreover the refusal of service the applicant is advised to file demand notice before the appropriate authorities for redressal of his grievances, if deemed fit."

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18. The perusal of Exhibit 'M6' would show that in proceedings before the Labour Inspector the workman has affected compromise with M/s Orion Security Services Pvt. Ltd. The dispute of wages between them was settled and with regard to termination of workman's service he was given liberty to approach the appropriate authorities. In view of the discussion made above, it is duly established that there was no direct relationship of employer-employee between management No.3 and workman.

19. The contention raised by the workman that he remained in continuous employment of management No.1 & 2 (management No.1 is Head Office and management No.2 is Branch Office) i.e. Orion Security Services Pvt. Ltd. as Security Guard w.e.f. 26.06.2018 to 10.05.2019 and his services were terminated w.e.f. 11.05.2019 would suggest that the workman completed continuous service of 240 days in 12 calendar months preceding termination. Thus, workman fall within the definition of 'continuous service' under Section 25B of the ID Act. Once the workman fulfills the requirement of Section 25B of the ID Act, the provisions of Section 25F of the ID Act stands attracted which lays down certain conditions to be followed by the employer before retrenchment. Provisions of Section 25F is reproduced as below :-

> ***"25F. Conditions precedent to retrenchment of workmen. -*** *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

20. In the present case, the workman's plea that before termination his services were verbal oral dated 11.05.2019 w.e.f. 11.05.2019 he was neither issued any notice nor prior notice pay in lieu of notice period, nor paid retrenchment compensation, cannot be disbelieved as the management No.1 despite service of notice and despite appearance Shri Sunil Kumar - Field Officer did not bother to contest the claim statement and preferred to be proceeded against ex-parte. The evidence led by the workman has gone unrebutted and unchallenged qua management No.1. There is no reason to disbelieve the same. Thus M/s Orion Security Solution Pvt. Ltd., Head Office at Delhi - management No.1 is liable for retrenchment of workman's service in violation to the mandate of Section 25F of the ID Act. Consequently, the termination of service of the workman is illegal. The workman has no managerial, administrative or supervisory functions to discharge. The workman was performing the duty of Security Guard. Thus, the workman falls within the definition of 'workman' as defined in Section 2(s) of the ID Act. Needless to say that workman performed his duty at Chandigarh location, thus the Court has territorial jurisdiction to try and decide the present case.

21. In view of the fact that the workman is not claim any relief qua Branch Office of M/s Orion Security Solution Pvt. Ltd. - management No.2, the workman is held entitled to compensation from the Head Office of the employer-management No.1

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22. Keeping in view length of service and last drawn wages of the workman, it would be appropriate if the workman is awarded lump sum compensation. Consequently, the workman is held entitled to compensation of ₹ 15,000/-.

23. Accordingly, issue No.1 decided in favour of the workman and against the management No.1. Issue No.2 is decided in favour of management No.3 and against the workman.

Issues No. 3 & 4 :

24. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

25. Onus to prove both these issues is on the management No.3.

26. The workman on being aggrieved from termination of his services by the management of M/s Orion Security Solutions Pvt. Ltd. without compliance of the mandatory conditions laid down under Section 25F of the ID Act, was left with no other option than to raise demand notice. On failure of conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh, vide his failure report vide Memo No.86 dated 10.01.2020, workman approached this Court with a valid cause of action and locus standi. Management No.3 is impleaded being principal employer. In view of the security service agreement Exhibit 'M2' between M/s Samsung India Elec. Pvt. Ltd. - management No.3 and M/s Orion Security Solutions Pvt. Ltd. - managements No.1 & 2, the present claim statement qua management No.3 is duly maintainable.

27. Accordingly, issues No.3 & 4 are decided against management No.3 and in favour of the workman.

Relief :

28. In the view of foregoing findings on the issues No.1, 3 & 4 above, this industrial dispute is allowed to the effect that the workman is held entitled to compensation of ₹ 15,000/-. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till it's actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,
(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No. PB0152

Dated : 17.12.2024.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th January, 2025

No. 490681-HII(2)-2024/1499.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **09/2019** dated **29.11.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HANUMAN PARSHAD, HOUSE NO.737, ADARSH NAGAR, NAYA GOAN. (Workman)

AND

SANJAY BANSAL M/S UPHAAR SAREES PVT. LTD., SCO NO. 92-93-94, SECTOR 17-D, CHANDIGARH. (Management)

AWARD

1. Hanuman Parshad, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*.

2. Briefly stated the averments of claim statement are that the workman was appointed as a Sales Person in the shop of the management w.e.f. 28.12.2005. The last drawn salary of the workman was ₹ 11,000/- per month after the legal deductions made under Employees Provident Fund (EPF) and Employees' State Insurance (ESI) of the workman. The workman was working to the full satisfaction of the management and his conduct was good & satisfactory. His service record was neat and clean. On 01.02.2018 the management refused work to workman without issuing any notice or paying notice pay in lieu of the notice period in violation of Section 25F of the ID Act and asked the workman to come on 07.02.2018 and take his full & final. However, when the workman went on the said date neither the workman was given back his job nor the dues were cleared by the management instead the management told him that he may approach any authority, the management does not care a bit. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. No charge sheet was issued, no enquiry was held against the workman. Retrenchment compensation was not paid to the workman at the time of termination. The junior persons were retained in service when the services of the workman were terminated. The management has thus violated Section 25G of the ID Act. The violation of the provisions of the ID Act makes the termination of the workman void. The workman filed a complaint with the Labour Inspector, U.T. Chandigarh. The management did not put appearance before the Labour Inspector despite the fact that the Labour Inspector called up the management on every fixed date beside the notices served upon the management. The workman then served upon the management a demand notice dated 24.04.2018, however, no amicable settlement could be made possible within stipulated period for conciliation of the dispute and therefore, the conciliation proceedings failed as the management did not appear before the authority. The workman has continuously worked for 240 days during the period of 12 calendar months preceding the date of his termination i.e. 01.02.2018. The action of the management in terminating the service of the workman is illegal, wrong and against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service with full back wages.

3. On notice management contested the claim statement by filing written statement on 05.02.2020 where in preliminary objections are raised on the ground that workman has abandoned his job voluntarily without any information to the management after working up to 31st January, 2018. It appears that workman

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has got some better job with better profile in some other concern. Thus, the present claim is liable to be dismissed. The workman has not approached the Court with clean hands and has concealed and misrepresented the facts just to extract money by adopting odd tactics / foul play. There is no question of violating Section 25F of the ID Act. In fact, workman has joined the management on 01.03.2010 as Helper to Salesman. Workman was drawing salary of ₹10,000/- per month. It is denied that workman joined duty on 28.12.2005 and his monthly salary was ₹11,000/-. The workman has already received his pay for the month of January, 2018. The claim of the workman is totally false, frivolous and baseless.

4. Further on merits, it is stated that claimant *(here-in-after 'workman')* joined the management on 01.03.2010 as a Helper to Salesman and was drawing the monthly salary of ₹ 10,000/-. The workman voluntarily abandoned his job after 31st January, 2018 without any information to the management. The workman was covered under the ESI and PF scheme. The work & conducted of the workman was not satisfactory. The services of the workman were never terminated by the management, thus provision of Section 25F of the ID Act is not applicable. No demand notice was served upon the management and question of working of 240 says has no relevancy in the present claim. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement may be dismissed with costs.

5. Workman filed rejoinder on 09.03.2020 where in the contents of written statement are denied as wrong and averments of claim statement are reiterated.

6. From the pleadings of parties following issues were framed vide order dated 09.03.2020 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

7. In evidence workman Hanuman Prashad examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. Workman examined summoned witness AW2 Kunal Bansal, who brought the attendance register of the employees of the management w.e.f. January, 2018 to 30.04.2018 vide Exhibit 'AW1/1'. On 05.09.2024, Learned Representative for the workman closed the evidence in affirmative.

8. On the other hand, management examined MW1 Kunal Bansal, Director of Uphaar Sarees Pvt. Ltd, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M2'.

Exhibit 'M1' is copy of attendance record of the workman for the period of January 2018, to March, 2018.

Exhibit 'M2' is payment of wages register for the period February, 2018 and March, 2018.

9. In cross examination MW1 brought documents Exhibit 'M3' to Exhibit 'M5'.

Exhibit 'M3' is payment of wages register for the month of November, 2017.

Exhibit 'M4' is payment of wages register for the month of December, 2017.

Exhibit 'M5' is payment of wages register for the month of January, 2018.

10. On 26.11.2024 Learned Representative for the management closed evidence.

11. I have heard the arguments of the Learned Representatives for the parties and perused the judicial file. My issue wise findings are as under :-

Issue No. 1 :

12. Onus to prove this issue is on the workman.

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13. Under this issue workman Hanuman Parshad examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments claim statement in toto which are not reproduced here for the sake of brevity.

14. Learned Representative for the workman referred testimony of AW2 Kunal Bansal, Director M/s Uphaar Sarees who deposed that he is a summoned witness. He has brought the attendance register of the employees of the management w.e.f. January, 2018 to 30.04.2018. Copy of the same is Exhibit 'AW1/1' (original was seen and returned). He can produce the attendance register w.e.f. 01.03.2017 to 31.12.2017, if available in the record. He can also produce wage register showing the payment of employees of the management w.e.f. November, 2017 to March, 2018 on the next date of hearing. He cannot produce the attendance register as well as salary register w.e.f. 01.11.2005 to 01.04.2010 as the record is very old and the salary was given to the employee through bank transactions. The management is not maintaining the inventory register of the old records related to the employees. The examination-in-chief of AW2 was partly recorded on 05.06.2023 and his remaining examination-in-chief was deferred for want of record. AW2 thereafter appeared on 27.08.2024 and deposed that he has not brought the remaining record of the wage register for the period November, 2017 to March, 2018 and attendance register of the period w.e.f. 01.03.2017 to 30.04.2018. He can produce the same if one opportunity is granted. His further examination-in-chief was deferred for producing the aforesaid record. Thereafter AW2 appeared on 05.09.2024 and deposed that he has brought the copy of remaining record of wage register for the period February & March, 2018 is not available. He has brought the original attendance register for the period 01.01.2018 to February, 2020. The attendance record prior to 01.01.2018 is not available. He tendered on record the self-attested computerised copy of wage register for the period November, 2017 to January, 2018 and photocopy of attendance register for the period 01.01.2018 to February, 2020.

15. To controvert the claim of workman, management in his evidence also examined MW1 Kunal Bansal - Director, M/s Uphaar Sarees, who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of written statement including the preliminary objections, which are not reproduced here in order to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M5'.

16. Learned Representative for the workman argued that workman remained in the employment of management w.e.f. 28.12.2005 to 31.01.2018. His services were terminated by the management verbally by refusal of workman on 01.02.2018 and his last drawn monthly wages were ₹ 11,000/- after legal deductions of EPF and ESI.

17. On other hand, Learned Representative for the management argued that workman joined employment with the management on 01.03.2010 as Helper to Salesman and not on 28.12.2005 as alleged by the workman. The monthly wages of workman were ₹ 10,000/- and the workman was covered under the ESI and EPF Scheme. The management never terminated his services. In fact, workman after working up to 31st January 2018 did not turn up on duty and willfully abandoned the job without informing the management. Therefore, Section 25F of the ID Act is not attracted.

18. To my opinion as far as period of employment is concerned, the management has admitted the service of the workman from 01.03.2010 up to 31.01.2018 and denied the period of service w.e.f. 28.12.2005 to 28.02.2010 i.e. period prior to 01.03.2010. The best evidence to ascertain the fact whether the workman was in the employment of the management from 28.12.2005 to 28.02.210, was the attendance register and wage register of this period. Workman moved an application dated 08.11.2021 seeking to summon the attendance register of all the employees of the management for the period w.e.f. 01.11.2005 to 01.04.2010, apart from the other record. AW2 Kunal Bansal - Director of M/s Uphaar Sarees / management appeared in pursuance of the summons and in his examination-in-chief recorded on 05.06.2023 stated that he cannot produce the attendance register and wage register for the period w.e.f. 01.11.2005 to 01.04.2010 as the record

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in very old. AW2 in his remaining examination-in-chief recorded on 05.09.2024 deposed that attendance record prior to 01.01.2018 is not available. The management's Director by not producing the attendance and wage register for the period w.e.f. 01.11.2005 to 01.04.2010, has withheld the best evidence, which raises strong presumption against the management. Consequently, there is no reason to deny that workman remained in the employment of the management from 28.12.2005 up to 31.01.2018 as Salesman-Helper. Thus, workman is proved to be in continuous service of the management for 240 days in 12 calendar months preceding termination on 01.02.2018 and workman fulfils the requirement of Section 25B of the ID Act.

19. It is argued by Learned Representative for the management that after 31.01.2018 the workman did not turn up on duty and abandoned the job without any intimation to the management. On the other hand, Learned Representative for the workman argued that the workman was verbally refused work on 01.02.2018.

20. From the argument advanced by the Learned Representative for the parties, it could be inferred that there is no written order of termination of service of the workman. The abandonment of job can be ascertained from the willingness of the workman to resume duty. In the present case, management's plea is that workman did not turn up on duty after 31.01.2018, does not stand proved as the workman has raised the demand notice served on the management on 10.04.2018 (as mentioned in failure report of Assistant Labour-cum-Conciliation Office, U.T, Chandigarh bearing Memo No. 1904 dated 17.05.2018) i.e. within 3 months from the verbal refusal, seeking retrenchment compensation, salary for the month of January, commission, bonus and gratuity for termination of his services without prior notice. From the facts & circumstances above, it could be concluded that workman had no intention to leave the job. MW1 in his cross examination stated that no letter or notice was issued to the workman for abandonment of job. Thus, the management's plea that workman abandoned the job, is devoid of merits.

21. Since, workman falls within the definition of 'continuous service' as defined under Section 25B of the ID Act, thus, provision of Section 25F of the ID Act is attracted. MW1 when put to cross-examination stated that no charge sheet was issued to the workman and no inquiry file was held by the management for abandonment of service. It is not the case of the management that any prior notice was issued to the workman or workman was paid notice pay in lieu of the notice period or that the workman was paid retrenchment compensation. Thus, management is proved to have violated the mandatory conditions as laid down under section 25F of the ID Act. Consequently, termination of service of the workman by verbal order of management w.e.f. 01.02.2018 is illegal.

22. There is no evidence as to which employee / employees junior to workman were retained in service. Thus, violation of Section 25G of the ID Act is not proved.

23. The workman alleged that his monthly salary was ₹ 11,000/- after deduction of EPF and ESI whereas the management alleged that workman was drawing the monthly wages of ₹ 10,000/-. MW1 when put to cross examination stated that workman was paid his wages and no pay slip / wage slip was issued. Except Exhibit 'M5', management has no evidence to prove that workman has been paid his last wages in the month of January, 2018. Exhibit 'M5' would show total gross salary of workman (at serial No.11) as ₹ 9,100/- only against the salary of Hanuman Prasad and mode of payment as 'Cash' is written in Column No. 18 and for remaining 10 workers the column No.18 is left blank. Besides, it does not bear the signature of the workman in relevant column No. 18. This Exhibit 'M5' carries no authenticity. In the absence of record of payment of wages against proper receipt, there is no reason to deny the workman's plea that his last drawn monthly wages were ₹ 11,000/- after legal deductions of EPF and ESI.

24. In view of the discussion made above, the verbal termination of services of the workman w.e.f. 01.02.2018 being in violation to Section 25F of the ID Act is proved illegal. In view of the strained relations between the workman and management is held entitled to retrenchment compensation.

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25. Keeping in view length of service i.e. about 12 years and last drawn wages of the workman, it would be appropriate if the workman is awarded lump sum compensation. Consequently, the workman is held entitled to compensation of ₹ 80,000/-.

26. Accordingly, this issue is decided in favour of workman and against the management.

Relief :

27. In the view of foregoing finding on the issue above, the present industrial dispute is allowed to the effect that the workman is held entitled to compensation of ₹ 80,000/-. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till it's actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No. PB0152

Dated : 29.11.2024.

Secretary Labour,
Chandigarh Administration

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 15th January, 2025

No. 03 E.I.—Hon'ble the Chief Justice has been pleased to make the following appointment on the establishment of this Court :-

Sr. No.	Name of the Officer	From	To	Remarks
1.	Shri Sumit Makkar, Additional District & Sessions Judge	Rupnagar	Officer on Special Duty w.e.f. 09.01.2025 (F.N.) 08.01.2028 (A.N.) against the post of Joint Registrar on the establishment of this Court.	On deputation basis.

BY ORDER OF HON'BLE THE CHIEF JUSTICE

(Sd.) . . .,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 23rd January, 2025

No. 10 E.I.—Hon'ble the Chief Justice has been pleased to make the following appointment on the establishment of this Court :-

Sr. No.	Name of the Officer	From	To	Remarks
1.	Dr. Sukhda Pritam, Civil Judge (Sr. Divn,)/ CJM, Director [Additional Registrar (Research)], Supreme Court of India	New Delhi (on repatriation)	Chandigarh	Officer on Special Duty against the post of Deputy Registrar w.e.f. 18.01.2025 (FN) to till further orders.

BY ORDER OF HON'BLE THE CHIEF JUSTICE

(Sd.) . . .,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 1st February, 2025

No. 12 E.I.—Hon'ble the Chief Justice has been pleased to make the following appointment on the establishment of this Court :-

Sr. No.	Name of the Officer	From	To	Remarks
1.	Shri Vivek Singal, Additional District & Sessions Judge, Fast Track Special Court to primarily try offences of Rape alongwith the offences under POCSO Act.	Hisar	Officer on Special Duty w.e.f. 24.01.2025 (FN) to 23.01.2028 (A.N.) against the post of Joint Registrar on the establishment of this Court.	On deputation basis.

BY ORDER OF HON'BLE THE CHIEF JUSTICE

(Sd.) . . .,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 4th February, 2025

No. 13 E.I./V.B.—Sh. Sanjay Mahajan, Superintendent Grade-I of the Punjab and Haryana High Court at Chandigarh has retired from the service of this Hon'ble Court w.e.f. 31.01.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . .,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

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CHANGE OF NAME

I, Asha Rani Wife of Sh. Deepak Bhalla Residence of H. No. 5255, Sector 38, West Chandigarh, have changed my name to Asha Bhalla.

[214-1]

I, Surinder Kaur *alias* Shindoo W/o Ram Kishan # 225, Village Sarangpur U.T. Chandigarh, have changed my name from Surinder Kaur *alias* Shindoo to Chhindo.

[215-1]

I, Tejinder Kaur W/o Parvinder Singh # 536, Mohalla Padhia Wala, Samadhi Gate, Manimajra, Chandigarh, have changed my name to Tejinder Kaur Dhillon

[216-1]

I, Vinod Kumar Arora S/o Madan Lal R/o House No. # 3273, Sector 27-D, Chandigarh, have changed my name from Vinod Kumar Arora to Vinod Kumar.

[217-1]

I, Deepak Kumar Verma S/o Ram Kumar Verma R/o # 1734-B, Small Flats, Dhanas, Chandigarh, have changed my minor son's name from Danish Verma to Samar Kumar Verma.

[218-1]

I, Vijay Sharma S/o Ram Das Vishwakarma # 787, Hallomajra, Chandigarh, have changed my name to Vijay Kumar.

[219-1]

I, Vijay Kumar S/o Ram Das Vishwakarma # 787, Hallomajra, Chandigarh, have changed my minor son's name from Rishabh to Rishabh Vishwakarma.

[220-1]

I, Dalip Singh Ahluwalia S/o Sharanjit Singh R/o # 3068-B, Sector 52-B, Chandigarh, have changed my name from Dalip Singh Ahluwalia to Dalip Singh.

[221-1]

I, Seema Smith (Ex-wife of Ogden Smith) D/o Sh. Prem Sagar Sharma R/o House No. 841, Sector 16-D, Chandigarh, have changed my name from Seema Smith to Seema Sharma.

[222-1]

I, Manoj Kumar Athwal S/o Phool Chand Athwal, R/o House No. 507, Ground Floor, Sector 29-A, Chandigarh, Pin code 160030, have changed my name from Manoj Kumar Athwal to Manoj Athwal,

[223-1]

I, Priya Biswakarma D/o Ramesh BK R/o House No. 79, Near Ravidas Gurudwara, Village Dhanas, Chandigarh, have changed my name from Priya Biswakarma to Priyanka B.K.

[224-1]

I, Zaved *alias* Mohd Sahid S/o Abdul Salam R/o # 851, Pandit Deen Dayal Upadhaya Complex, Industrial Area, Chandigarh, have changed my name to Mohd Sahid.

[225-1]

I, Rajesh Kumar S/o Nanha # 652, Sector 45, Burail Chandigarh, have changed the name of my minor son from Satish to Satish Kumar.

[226-1]

I, Shubhuam *alias* Shubhaum S/o Rakesh Kumar and Soneka R/o # 1098, Sector 21-B, Chandigarh, have changed my name to Shubham.

[227-1]

I, Ranveer Kumar Singh S/o Ram Prabesh Singh # 129, Makhanmajra, Chandigarh, have changed my minor son's name from Youraj Singh to Abhiraj Kumar.

[228-1]

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I, Kewal Krishan S/o Sh. Bansi Lal, H. No. 3103/1, Sector 47-D, Chandigarh, have changed my minor son name from Anant to Anantveer Tuteja.

[229-1]

I, Manwinder Chawla Wife Sh. Satinder Pal Singh Resident of House No. 5160/1, Modern Housing Complex, Manimajra, Chandigarh Pin code 160101 have changed my name from Manwinder Chawla to Manwinder Ginotra.

[230-1]

I, Pinki Rani W/o Ramesh Chander # 3195, Sector 27-D, Chandigarh have changed my name to Kamla Kumari.

[231-1]

I, Sonia Sharma W/o Rajkumar Tyagi # 3434, Maloya Colony, Chandigarh, have changed my name to Sonia Tyagi.

[232-1]

I, Bhawana D/o Munna Singh, R/o 51, Phase-2, Bapudham Colony, Sector-26, Chandigarh, have changed my name to Bhawna.

[233-1]

I, Sanjay Thakur S/o Bhikhari Thakur R/o # 782, Hallomajra, Chandigarh-160002, have changed my name from Ramkesh to Sanjay Thakur.

[234-1]

I, Shankuntla *alias* Mrsshkuntla W/o Bal Krishan # 3165, Sector 19-D, Chandigarh, have changed my name to Shakuntla. In future I may be known as Shakuntla for all purposes.

[235-1]

I, Rahul S/o Manoj Athwal R/o House No. 507, Ground Floor, Sector 29-A, Chandigarh, Pin code 160030, have changed my name from Rahul to Rahul Athwal.

[236-1]

I, Mukesh S/o bhiku ram R/o # 1300-B, Small flat Housing Board Complex, Dhanas, PO Sector 14, Chandigarh, have changed my minor son name from Ayush to Arush.

[237-1]

I, Ranju Kumari W/o Rajnish Kumar R/o House No. 208, Village Daria, Chandigarh, have changed my name from Ranju to Ranju Kumari.

[238-1]

I, Nameena Praween W/o Nadeem R/o # 1921, Sector 45-B, Burail , Chandigarh, have changed my name to Navina Begam.

[239-1]

मैं, निभा देवी पत्नी दिनेश शाह निवासी # 577, गांव हलोमाजरा, चंडीगढ़, ने अपना नाम निभा देवी दिनेश शाह से बदलकर निभा देवी रख लिया है।

[240-1]

I, Kapil Rohilla Son of Sh. Surender Singh R/o House No. 1901-F, CPWD, Sector 7-C, Chandigarh, have changed my name from Kapil Rohilla to Kapil.

[241-1]

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021—Ptg. & Sty. Deptt., U.T., Chd.

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